

3.2.22 Tentative Agreement

ARTICLE 16

Wages

Section 1. Wage Schedule.

Effective upon execution of this Agreement, to be paid within 30 days of Council approval of this Agreement, a lump sum payment of 2% shall be paid to all then employed members of the bargaining unit. The lump sum payment will be based on each bargaining unit employee's total compensation earned during the twelve-month period ending December 1, 2021. Total compensation includes base pay, longevity, supplemental pay and overtime pay. Total compensation does not include compensation earned through off duty employment assignments.

Effective April 1, 2023, an across-the-board 3.5% wage increase will occur.

Effective April 1, 2024, an across-the-board 3.5% wage increase will occur.

Effective April 1, 2025, an across-the-board 4.0% wage increase will occur.

Effective April 1, 2026, an across-the-board 4.0% wage increase will occur.:

~~The lump sum payment will be based on each bargaining unit employee's total compensation earned during the twelve month period ending September 1, 2016. Total compensation includes base pay, longevity, supplemental pay and overtime pay. Total compensation does not include compensation earned through off duty employment assignments.~~

~~Effective October 1, 2017, an across the board 3% wage increase.~~

~~Effective October 1, 2018, an across the board 3% wage increase.~~

~~Effective October 1, 2019, an across the board 3% wage increase.~~

~~Effective October 1, 2020, an across the board 2% wage increase.~~

~~Effective April 1, 2021, an across the board 3% wage increase.~~

~~If the members of the fire fighters' bargaining unit reach an agreement on a contract that provides a base pay increase which is greater than 14% over the term of their Agreement (which shall include the full period from expiration of their last agreement, whether or not pay changes apply to all or any portion of prior or "retro" periods), the members of the police officers' bargaining unit will receive an across the board increase equal to the amount over 14% afforded to fire fighters. This provision shall only apply during the primary term of this agreement, and not to any extension or "evergreen" periods.~~

~~The average base pay calculation for the fire fighters' bargaining unit outlined above will be~~

~~determined after offsetting the value of any base pay increase to the fire fighters agreed to in exchange for health benefits or other economic concessions. There shall only be an offset for purposes of this formula if there is a direct correlation between concessions on current economic benefits and base pay. Accordingly, if any potential across the board increase to the police officers' bargaining unit under this provision is determined to apply, it will be equal to the average afforded to the fire fighters minus the offset.~~

A. Police Officer Rank Step Schedule.

Wages shall be paid in accordance with the schedule outlined in Attachment No. 2, and incorporated herein. A Police Officer shall serve one (1) year in Step A and then will be moved to Step B of the pay schedule, upon completion of the education requirements contained in Article 33, Section 2. Upon completion of five (5) years of commissioned service, an Officer is moved from Step B of the pay schedule to Step C.

Police Officers with at least ten (10) years seniority in rank and forty (40) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step D which shall be two percent (2%) increase above a Step C.

Police Officers with at least fifteen (15) years seniority in rank and sixty (60) accredited college hours or twenty (20) years seniority in rank shall be eligible for Step E which shall be two percent (2%) increase above a Step D.

Police Officers with at least twenty (20) years seniority in rank and sixty (60) accredited college hours or twenty-five (25) years seniority in the rank shall be eligible for Step F which shall be two percent (2%) above a Step E.

Those Police Officers who have achieved Step D, E or F may be identified by an appropriate insignia approved by the Chief to be worn on the sleeve of the uniform shirt and/or jacket.

B. Detective Rank Step Schedule.

Detectives with at least five (5) years seniority in rank and forty (40) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be three percent (3%) increase above Step A, i.e., entry level into the Detective rank.

Detectives with at least ten (10) years' seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in rank shall be eligible for Step C that shall be three percent (3%) increase above Step B.

Detectives with at least fifteen (15) years seniority in rank and sixty (60) accredited college hours or twenty (20) years seniority in the rank shall be eligible for Step D that shall be two percent (2%) above Step C.

C. Sergeant Rank Step Schedule.

Sergeants with at least five (5) years seniority in rank and sixty (60) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Sergeant rank.

Sergeants with at least ten (10) years seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step 8.

D. Lieutenant Rank Step Schedule.

Lieutenants with at least five (5) years seniority in rank and sixty (60) accredited college hours or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Lieutenant rank.

Lieutenants with at least ten (10) years seniority in rank and sixty (60) accredited college hours or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step B.

E. Captain Rank Step Schedule

Captains with at least five (5) years seniority in rank and a Bachelor's degree or ten (10) years seniority in rank shall be eligible for Step B which shall be two percent (2%) increase above Step A, i.e., entry level into the Captain rank.

Captains with at least ten (10) years seniority in rank and a Bachelor's degree or fifteen (15) years seniority in the rank shall be eligible for Step C which shall be two percent (2%) increase above Step B.

Section 2. Pyramiding.

Where an Officer is eligible for more than one rate of overtime pay, he shall receive only one of those rates at a time, though it shall be the higher rate.

Section 3. Shift Differential Pay.

A. All Police Officers permanently assigned to begin work after 12:00 p.m.; including but not limited to shifts currently referred to as the Evening "B" "Dog Watch" "C" or "T" shifts are to receive \$350 per month differential pay.

B. Only Officers permanently assigned to or on Special Assignment approved through the offices of Division Commanders to begin work after 12:00 p.m. shall receive shift differential pay. Officers on special assignment must work an applicable shift for eighty (80) hours or more of

any calendar month to be entitled to differential pay for that assignment for the full month.

C. Officers who are permanently assigned to begin work after 12:00 p.m. and who by assignment have the discretion in their working hours must work an applicable shift for eighty hours or more of any calendar month to be entitled to differential pay for that assignment for the full month.

Section 4. Longevity Pay.

In addition to wages as set forth in the pay schedule, each Officer's base pay shall be increased by three percent (3%) for each five (5) years of his longevity, to a maximum of thirty (30) years, i.e., a thirty year veteran would receive an additional eighteen percent (18%). On each Officer's anniversary date which is not a multiple of five, he shall receive an eight dollar (\$8.00) increase in his longevity pay per month, provided, however, that he shall no longer receive monthly longevity pay of \$4.00 per year of service, to a maximum of twenty-five (25) years as is set forth in State law, and that the eight dollar (\$8.00) interim monthly adjustments will not increase any fifth year level.

Section 5. Standby Pay.

All qualified Officers assigned to S.W.A.T., K-9, Bomb, Bomb alternates, Meth Lab Certified Detectives, and Crisis Negotiating teams shall receive One Hundred Fifty-Seven Dollars (\$157.00) per month standby pay during each month of active assignment. All Officers assigned to the K-9 Detail shall receive three (3) hours of overtime compensation per workweek and an additional hour-and-one-half (1-1/2) hours of overtime compensation per workweek for each additional animal. Such overtime compensation shall be provided for the housing and feeding of assigned canines. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. If a police dog is retired (taken out of service by the City) the Chief of Police shall award the police dog to the Officer if the Officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.

Section 6. Language Skills Pay.

Each Officer shall be entitled to Language Skills Pay upon satisfactory completion of the testing requirements for proficiency as set forth in Administrative Directive 4.38. The amount shall not be less than the amount payable to other City employees. Any Officer who has not taken or passed the proficiency test shall not be assigned to or required to use second language skills on the job, provided that any Officer whose personal judgment indicates that using a second language is appropriate to the safe and expeditious handling of police business should be willing to do so. No discipline may be imposed for differences in the exercise of such judgment.

Section 7. Helicopter Assignment Pay.

All Officers who are assigned to the Helicopter Unit shall be compensated at One Hundred Fifty-Seven Dollars (\$157.00) per month of active assignment. The City shall pay the costs of all

required training and seminars needed to maintain the Officer's flight eligibility, certifications and licensing. The City shall continue to provide all safety equipment, including flight helmets, flight suits, and gloves.

Section 8. Drug Recognition Experts.

Officers who are certified by the Sam Houston State University program, and recertified periodically as required by Department policy, and who are assigned by the Chief to provide drug recognition expertise to other members of the Department, shall receive One Hundred Dollars (\$100.00) per month for each month of active assignment.

Section 9. Volunteers in Policing.

Officers (not to exceed the rank of Sergeant) assigned as Volunteers in Policing coordinators, up to a maximum of seven (7), shall receive One Hundred Fifty-Seven Dollars (\$157.00) per month for each month of active assignment. The Chief may at his discretion cancel (or reactivate) the Volunteers in Policing assignment pay at any station should the number of civilian volunteers actively participating in the program drop to a number no longer justifying the Volunteers in Policing assignment pay.

Section 10. Overtime, Regular Rate, and other Pay Calculations.

1. Overtime, pension, Fiesta pay, court and call-back pay, holiday pay, longevity, education, shift differential, FTO, incentive pay (i.e. SWAT, helicopter, VIP, crisis negotiation, K-9, instructors and bomb tech), certification pay and language skills pay will be paid in accordance with this Agreement and past practice.

2. The Association agrees that, for the term of this agreement (including any extension period), all past pay practices under the terms "regular rate of pay," "rate of pay," or "regular pay" in the previous agreement, including those which have been calculated and paid based on base pay or base pay plus longevity (examples below) are deemed as proper pay practices under the prior agreement and will remain proper under this agreement. Should any grievance contesting the definition or calculation of pay or "regular rate of pay" be filed after August 1, 2003, contesting such "regular rate of pay" issues, it is the position of the Association that said grievance is without merit and will be immediately resolved in accordance with the agreed and accepted past pay practice. This provision is intended to assure that the City will have no such retroactive liability for such pay practices, and has been relied upon by the City in accepting and approving this agreement. This agreed condition is essential to this agreement.

3. Therefore, in the event of any successful Officer(s) claims, by grievance or lawsuit, under the terms "regular rate of pay," "rate of pay," or "regular pay" the Association agrees to share in the liability by special assessment and pay for such claims at the ratio of 50% Association, 50% City. To the extent that any such matters are asserted by suit, the Association shall provide and pay for cooperating joint defense counsel, or pay 50% of the City's cost of defense.

4. In accordance with arbitration rulings, sick leave buy back and sick leave upon

separation pay shall be calculated to include all incentives as used in that calculation for an individual Officer. For purposes of Section 9 of this Article, incentives are defined as those pay additions that apply to an individual Officer. This would include but not be limited to the various assignments pays such as FTO, SWAT, helicopter, SAFFE, and VIP. Also included would be any applicable educational pay, shift differential pay, language skills pay, and certification pay.

5. Should this Agreement create any new pay categories, such categories shall be included for overtime, pension, and leave upon separation computation unless specifically excluded by wording within the applicable section.

6. This section does not have the effect of altering the duty to pay overtime when required by the FLSA at 1.5 times the "regular rate of pay" as defined by federal law; the parties recognize, however, that this agreement, portions of which predate the FLSA, has not used the term "regular rate of pay" in the manner defined by the statute.

7. The computation for the calculation of longevity pay will be base pay at the officer's appropriate step multiplied by the percentage increase of the Officer's longevity position plus \$8 for each additional year up to a maximum of 4 years.

5 Years	3%
10 Years	6%
15 Years	9%
20 Years	12%
25 Years	15%
30 Years	18%

8. Pay Examples

Longevity: A 22-year patrol officer in step E would make \$4,912 for base pay times 12% for longevity plus an additional sixteen dollars total for years 21 and 22. $((\$4,912 * .12) + 16 = \$605.44)$.

Fiesta Pay shall be double time: Base plus longevity times two (2).

All Past Pay Practices in relation to Court and Call-Back shall continue, except as changed and modified by this agreement.

Court and Call back shall continue to be paid at one and one-half (1.5) x "regular rate of pay" for actual time worked. However, Court and Call back shall never be paid in an amount less than 3 hours x 1.5 x base pay plus longevity. The officer will be given whichever amount of pay is higher but not both.

The Holiday and Premium Holiday rate of pay shall be as follows: Holiday pay shall be compensated at double time, which is the regular rate of pay (inclusive of all the subject officer's incentives or add-on pays) for the day worked, plus credit for the holiday, which is accrued additional leave time; and double time and one half (2.5) on a Premium Holiday, (which is pay for

the day worked and accrued additional leave time or payment), depending on which type of Holiday was worked. This is inclusive of all incentive pays for calculation of regular rate of pay for this article.

Example: Regular Holiday: An officer works Memorial Day, 2010, the officer gets paid his regular compensation for the work day and has already been paid incentives for the month. An additional day is credited for accrued leave, and not as pay.

Example: Premium Holiday - a step E patrol officer on dogwatch with a Bachelor's degree making \$4,912 per month base with 20 years would receive \$589.44 per month in longevity. He will receive \$350 per month for shift-differential and \$315 per month for a Bachelor's degree. $\$4,912 + \$589.44 + \$350 + \$315 = \$6,166.44$ per month times 12 months $\$73,997.28$ divided by 2080 hours worked per year = \$35.58 per hour.

In this example for a premium holiday, the officer would receive 20 hours (8 hrs. x 2.5 rate) compensation for an 8 our day. ($20 \times \$35.58 = \711.60), which may be taken as follows:

1. Eight hours regular day wages plus 12 hours compensatory time.
2. Eight hours regular day wages plus 12 hours at \$35.58per hour.
3. Eight hours regular day wages plus 8 hours compensatory time and 4 hours at \$35.58 per hour.
4. Eight hours regular day wages plus 4 hours compensatory time and 8 hours at \$35.58 per hour. In the event that an officer works a ten (10) hour work day then the same logic would apply in calculating their compensability.

Date: 3-2-2022

Elizabeth Ann
For the City

Ra He YL
For the Association